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2
3 IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
4 THIRD JUDICIAL DISTRICT AT ANCHORAGE
5

6 William Sleeper,

7 Plaintiff,

8 v.

9 URS Midwest, Inc.,

10 Defendant.
11

Case No. 3AN-17- CI

COPY
Original Received
FEB 8 - 2017

Clerk of the Trial Courts

12 **COMPLAINT**
13

14 COMES NOW, William Sleeper, the plaintiff above named, by and through
15 his attorneys, Isaac Derek Zorea and William Dennie Cook, and complains as follows:
16

17 **I. JURISDICTION**

18 1.1. At all relevant times, plaintiff, William Sleeper, resided within the
19 Third Judicial District, State of Alaska.

20 1.2. At all relevant times, defendant, URS Midwest, Inc., has maintained
21 significant business connections within the Third Judicial District, State of Alaska.

22 1.3. Venue properly rests within the Third Judicial District, State of Alaska.
23

24 **II. FACTS**

25 2.1. For over five years, plaintiff William Sleeper had been employed by
26 URS Midwest, Inc., working as a truck driver.
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2 2.2. Pursuant to the demands of his employer, Mr. Sleeper worked a
3 specific driving route for URS Midwest, which was the route from Anchorage, Alaska
4 to Prudoe Bay, Alaska and back to Anchorage, Alaska.

5 2.3. During the regular course of his employment as a truck driver for URS
6 Midwest, Inc., Mr. Sleeper drove a vehicle with a gross vehicle weight greater than
7 10,000 lbs., and his travel remained within the State of Alaska.

8 2.4. As compensation for his services, URS Midwest, Inc. paid Mr. Sleeper
9 on a commission basis, paying to him twenty-seven percent of the amount charged to
10 the customers. Mr. Sleeper's commission percentage remained the same without
11 regard to the number of hours that he worked for URS Midwest, Inc., even though the
12 hours he worked regularly exceeded 40 hours per week.

13 2.5. During the course of his employment, URS Midwest, Inc. never
14 required Mr. Sleeper to sign a written agreement explaining an alternative rate of
15 overtime for his services, and at no time did Mr. Sleeper sign any written agreement
16 describing any alternative methods by URS Midwest, Inc. for calculating its payment
17 of overtime pay to him.

18 2.6. During the course of his employment, URS Midwest, Inc. required Mr.
19 Sleeper to perform job duties other than truck driving, and for these additional duties,
20 URS Midwest, Inc. did not pay any overtime payments for these duties, even if these
21 required hours of work exceeded 40 per week.

22 2.7. During the course of his employment, URS Midwest, Inc. never made
23 any payments to Mr. Sleeper for those hours that he worked that exceeded 40 hours a
24 week, or exceeded 8 hours a day, even though Mr. Sleeper worked overtime hours
25 pursuing the clear expectations of his employer.

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2 2.8. During the course of his employment, URS Midwest, Inc. established
3 payment practices whereby it deducted compensation from Mr. Sleeper based on
4 illegal cost transfers to Mr. Sleeper, which thereby lowered the weekly pay that Mr.
5 Sleeper would otherwise be entitled to receive.

6 2.9. The clear language within the Alaska Wage and Hour Act and the Fair
7 Labor Standards Act have made clear to any reasonable employer the necessity to
8 either pay overtime payment to non-exempt employees, pursuant to the wage acts'
9 requirement of time and a half, or that an alternative overtime payment system needed
10 to be place in writing and signed by the employee.

11 2.10. During the last three years of his employment, Mr. Sleeper worked in
12 excess of 2,200 hours of overtime work for URS Midwest, Inc., without receiving any
13 overtime pay for these hours.

14 2.11. On or about October 31, 2016, Mr. Sleeper filed an assignment of his
15 overtime wage claim against URS Midwest, Inc. to State of Alaska, Department of
16 Labor and Workforce Development. Mr. Sleeper requested that the State of Alaska,
17 Department of Labor and Workforce Development relinquish his wage claim
18 assignment, and on December 7, 2016 the Department agreed to relinquish his wage
19 claim assignment.

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21 **CAUSES OF ACTION**

22 A. **VIOLATION OF FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED**
23 **(29 USC § 201 ET SEQ.).**

24 3.1. William Sleeper incorporates all the facts and allegations within the
25 paragraphs listed above, 2.1 through 2.11.

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2 3.2. Plaintiff William Sleeper alleges that he worked overtime hours for his
3 employer URS Midwest, Inc., by driving a truck for his employer between Anchorage,
4 Alaska and Prudoe Bay, Alaska, and performing other as needed duties, without
5 receiving a payment of one and one half times his normal rate of pay.

6 3.3. Plaintiff William Sleeper further alleges that he never was asked to
7 sign, nor did he ever sign, any agreement with URS Midwest, Inc. that established any
8 alternative method for paying and calculating overtime compensation for the hours
9 that he worked.

10 3.4. Plaintiff William Sleeper also alleges that URS Midwest, Inc. illegally
11 withheld, and deducted, compensation that he had earned as part of his commission
12 pay.

13 3.5. Plaintiff William Sleeper alleges that URS Midwest, Inc.'s decision to
14 ignore paying him overtime compensation, and/or its decision to ignore the
15 requirement that any alternative methods of calculating overtime pay needed to be in
16 writing, thereby making it appropriate that the statute of limitations on this suit be
17 expanded, pursuant to 29 U.S.C. § 255, to three years.

18 3.6. Plaintiff William Sleeper alleges that during that last three years he
19 worked over 2,200 overtime hours, for which URS Midwest, Inc., deliberately refused
20 to pay him overtime payments of one and one half his regular rate of pay. Demand is
21 now made of the overtime pay for these hours worked.

22 3.7. Further, Plaintiff William Sleeper alleges that given the fact that URS
23 Midwest, Inc., ought to have known that it needed to pay him overtime compensation
24 for the hours that he spent working on his employer's behalf in excess of 8 hours per
25 day and 40 hours per week, thereby making it appropriate that he be awarded
26 liquidated damages on the full amount of his unpaid overtime hours.

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2 3.8. Additionally, Plaintiff alleges that URS Midwest, Inc. unlawfully
3 withheld wages owed to him, and otherwise maintained poor records concerning the
4 wages owed to plaintiff. Demand is now made for all unpaid wages, and a return of
5 all wages improperly withheld from plaintiff.

6 3.9. For URS Midwest Inc.'s violations of the Fair Labor Standards Act,
7 William Sleeper seeks all damages available under law, including actual attorney fees
8 and prejudgment interest, and liquidated damages.

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10 B. **VIOLATION OF ALASKA WAGE AND HOUR ACT (AS 23.10.050 ET SEQ.).**

11 3.10. William Sleeper incorporates all the facts and allegations within the
12 paragraphs listed above, 2.1 through 2.11, and alleges alternatively to the violation
13 alleges in paragraphs 3.1 to 3.9 above, a violation under Alaska Wage and Hour Act.

14 3.11. Plaintiff William Sleeper alleges that he worked overtime hours for his
15 employer Defendant URS Midwest, Inc., by truck driving, and doing other assigned
16 duties, for his employer, without receiving a payment of one and one half times his
17 normal rate of pay.

18 3.12. Plaintiff William Sleeper further alleges that he never was asked to
19 sign, nor did he ever sign, any agreement with URS Midwest, Inc. that established any
20 alternative method for paying and calculating overtime compensation for the hours
21 that he worked.

22 3.13. Plaintiff William Sleeper also alleges that URS Midwest, Inc. illegally
23 withheld, and deducted, compensation he had earned as part of his commission pay
24 and otherwise maintained poor records concerning the wages owed to plaintiff.
25 Demand is now made for all unpaid wages, and a return of all wages improperly
26 withheld from plaintiff..

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2 3.14. Plaintiff William Sleeper alleges that during that last two years he
3 worked over 1,400 hours, for which URS Midwest, Inc., deliberately refused to pay
4 him overtime payments of one and one half his regular rate of pay. Demand is now
5 made of the overtime pay for these hours worked.

6 3.15. Further, Plaintiff William Sleeper alleges that given the fact that URS
7 Midwest, Inc., ought to have known that it needed to pay him overtime compensation
8 for the hours that he spent working on his employer's behalf in excess of 8 hours per
9 day and 40 hours per week, thereby making it appropriate that he be awarded
10 liquidated damages on the full amount of his unpaid overtime hours.

11 3.16. For URS Midwest, Inc.'s violations of the Alaska Wage and Hour Act,
12 William Sleeper seeks all damages available under law, including actual attorney fees
13 and prejudgment interest, and liquidated damages.

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15 **PRAYER OF RELIEF**
16

17 WHEREFORE, Plaintiff William Sleeper, requests judgment against
18 defendant URS Midwest, Inc., as follows:

19 1. Full and complete payment of all unpaid overtime compensation, and
20 or illegally deducted payments, that URS Midwest, Inc., owes to William Sleeper for
21 the hours he worked truck driver for his employer and doing other required duties;

22 2. Payment by URS Midwest, Inc., to William Sleeper of all penalties
23 permitted against it, specifically pursuant to 29 U.S.C. § 216(b), and/or AS
24 23.05.140(d), but additionally any penalties and/or liquidated damages permitted
25 under Federal or Alaska law.

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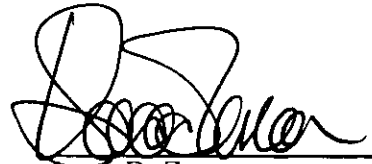
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2 3. Actual reasonable attorney fees, pursuant to the Federal Fair Labor
3 Standards Act or Alaska's Wage and Hour Act, and all permitted prejudgment
4 interests on the unpaid wages.

5 4. Plaintiff William Sleeper further seeks such other relief as the court
6 may deem just and proper based on the egregious nature of defendants' conduct.

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8 Dated: February 8, 2017



Isaac D. Zorea
ABA No. 0011090
Co- Counsel for William Sleeper